

86-64759  
C-037  
BILL OF ASSURANCE

LEO & RECORDS 70  
OCT 31 AM 11:04  
J. H. ...  
SHERIFF OF ...

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Bailey Corporation, an Arkansas corporation, hereinafter called "Allotter"), is the owner of the following property:

Part of the W 1/2, SW 1/4, Section 32, T-2-N, R-13-W, Pulaski County, Arkansas, and part of Blocks 19, 20, 29, 30, 31, 32, 33 & 34; Heimeyer Grove Addition; and a portion of adjacent streets and alleys, Little Rock, Arkansas, all more particularly described as:  
Beginning at the Northwest corner of Lot 401, St. Charles Addition to the City of Little Rock, Arkansas; thence S 21 deg. 50 min. 45 sec. E along the west line of said Lot 401 and along the west line of Lot 402, said St. Charles Addition, 213.70 ft. to the Southwest corner of said Lot 402, said corner also being the Northeast corner of Lot 407, said St. Charles Addition; thence S 72 deg. 57 min. 45 sec. W along the north line of said Lot 407 and along said north line extended Southwesterly 174.7 ft. to a point on the west right-of-way line of Parkway Place Drive; thence Southeasterly along said west right-of-way line, being the arc of a 318.10 ft. radius curve to the right, having a chord bearing and distance of S 11 deg. 57 min. 15 sec. E, 71.45 ft. to the Northeast corner of Lot 480, said St. Charles Addition; thence N 08 deg. 56 min. 47 sec. W along the north line of said Lot 480, 114.0 ft. to the Northwest corner thereof, said corner also being the Southwest corner of Lot 6, Block 33, said Heimeyer Grove Addition; thence N 1 deg. 31 min. 52 sec. E along the west line of said Lot 6 and along the west lines of Lots 5 & 4, said Block 33, 74.62 ft. to the Northwest corner of said Lot 4; thence N 88 deg. 56 min. 47 sec. W, along the south line of Lot 22, Block 33, and said south line extended Easterly and Westerly, and along the south line of Lot 3, Block 34, and said south line extended Westerly and along the south line of Lot 22, said Block 34, all in Heimeyer Grove Addition, 410.64 ft. to a point on the south line of said Lot 22, Block 34, said point also being located on the north line of Lot 401R, said St. Charles Addition; thence N 3 deg. 49 min. 41 sec. W, 141.62 ft. to a point; thence N 71 deg. 15 min. 41 sec. W, 326.40 ft. to a point; thence N 27 deg. 12 min. 41 sec. W, 113.17 ft. to a point; thence N 60 deg. 52 min. 41 sec. W (70.6) ft. to a point; thence Northeasterly along the arc of a 215.80 ft. radius curve to the right, having a chord bearing and distance of N 46 deg. 54 min. 38 sec. E, 89.69 ft. to a point; thence N 52 deg. 24 min. 38 sec. E, 45.76 ft. to a point; thence Northerly along the arc of a 25 ft. radius curve to the left, having a chord bearing and distance of N 11 deg. 08 min. 02 sec. E, 32.98 ft. to a point; thence N 30 deg. 08 min. 35 sec. W, 103.16 ft. to a point; thence N 59 deg. 51 min. 25 sec. E, 60.0 ft. to a point; thence N 54 deg. 11 min. 25 sec. E, 100.0 ft. to a point; thence S 30 deg. 08 min. 35 sec. E, 120.0 ft. to a point; thence S 36 deg. 28 min. 35 sec. E, 169.85 ft. to a point; thence Northwesterly along the arc of a 452.46 ft. radius curve to the right, having a chord bearing and distance of N 56 deg. 00 min. 21 sec. E, 98.82 ft. to a point on the east line of Block 19, said Heimeyer Grove Addition; thence S 1 deg. 33 min. 19 sec. W along said east line and said east line extended Southerly 136.5 ft. to the Northeast corner of Block 30, said Heimeyer Grove

Lots  
217-222  
225, 226  
364-366  
389-398  
408, 409  
465-474

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Addition; thence S 88 deg. 53 min. 38 sec. E along the north line of Block 31, said Neimeyer Grove Addition and said north line extended Easterly and Westerly 371.2 ft. to the Northwest corner of Block 32, said Neimeyer Grove Addition said corner also being located on the west line of Lot 216, said St. Charles Addition; thence S 52 deg. 43 min. 47 sec. E along the southerly line of said Lot 216, 154.97 ft. to the Southwestern most corner of said Lot 216, said corner lying on the westerly right-of-way line of St. Charles Blvd.; thence S 54 deg. 32 min. 37 sec. E, 60.0 ft. to a point on the easterly right-of-way line of said St. Charles Blvd.; thence Northeasterly along said easterly right-of-way line being the arc of a 208.31 ft. radius curve to the right, having a chord bearing and distance of N 41 deg. 41 min. 04 sec. E, 64.57 ft. to a point; thence S 31 deg. 39 min. 15 sec. E, 144.30 ft. to a point; thence N 44 deg. 49 min. 45 sec. E, 46.4 ft. to the point of beginning containing 8.8652 acres more or less.

AND

Part of the SW 1/4, Section 32, T-2-N, R-13-W, Pulaski County, Arkansas, more particularly described as: Beginning at the Southwest corner of Lot 410, St. Charles Addition, to the City of Little Rock, Arkansas; thence S 89 deg. 46 min. 45 sec. E along the south line of said Lot 410 and along the south lines of Lots 411, 412, & 413, said St. Charles Addition, 329.78 ft. to a point on the south line of said Lot 413; thence N 77 deg. 11 min. 15 sec. E and continuing along the south line of said Lot 413, 76.82 ft. to a point, said point being the Northwest most corner of Lot 431, said St. Charles Addition; thence S 37 deg. 01 min. 45 sec. E along the westerly line of said Lot 431 and along the westerly line of Lot 432, said St. Charles Addition, 344.90 ft. to the Southwest corner of said Lot 432; thence S 72 deg. 31 min. 42 sec. W, 257.05 ft. to a point; thence N 82 deg. 31 min. 48 sec. W, 346.07 ft. to a point on the east right-of-way line of Parkway Place Drive; thence N 11 deg. 52 min. 36 sec. W along said east right-of-way line, 3.01 ft. to a point; thence Northwesterly and continuing along said east right-of-way line being the arc of a 914.93 ft. radius curve to the right, having a chord bearing and distance of N 6 deg. 03 min. 21 sec. W, 190.17 ft. to a point, thence S 89 deg. 49 min. 19 sec. W and continuing along said east right-of-way line, 10.0 ft. to a point; thence Northwesterly and continuing along said east right-of-way line, being the arc of a 924.93 ft. radius curve to the right, having a chord bearing and distance of N 3 deg. 22 min. 51 sec. E, 95.83 ft. to a point; thence N 5 deg. 58 min. 53 sec. E and continuing along said east right-of-way line, 34.34 ft. to the point of beginning containing 3.8603 acres more or less.

shown on the plat, hereinafter mentioned, as Lots 217 - 222; 225, 226, 364 - 366; 389 - 398; 408 and 409; and 465 - 474, inclusive, St. CHARLES, an Addition to the City of Little Rock, Arkansas; and

WHEREAS, it is deemed advisable that all of the above described property shown on the plat hereinafter mentioned, be now subdivided into building lots and streets as shown on the attached plat filed herewith, and that said property be held, owned and conveyed subject to the protective covenants herein contained, in order to enhance the value of the said property.

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NOW, THEREFORE, the Allotter, for and in consideration of the benefits to accrue to it, its successors and assigns, which benefits it acknowledges to be of value, has caused to be made a plat, filed herewith, showing a survey made by Edward C. Smith, Registered Engineer, dated October 1, 1986, and bearing a Certificate of Approval executed by the Planning Administrator, Department of Community Development of the City of Little Rock, and showing the bounds and dimensions of the property now being subdivided into lots and streets.

Allotter hereby donates and dedicates to the public an easement of way on, over and under the streets on said plat to be used as public streets. In addition to the said streets, there are shown on said plat certain easements for drainage and utilities which Allotter hereby donates and dedicates to and for the use by public utilities, the same being, without limiting generality of the foregoing, electric power, gas telephone, water and sewer, with the right hereby granted to the persons, firms or corporations engaged in the supplying of such utilities to use and occupy such easements, and to have free ingress and egress therefrom for the installation, maintenance, repair and replacement of such utility services. In addition, the above easements may be used by the property owners in St. Charles for the purpose of jogging trails when such use does not conflict with this use by the public utilities.

The filing of this Bill of Assurance and Plat for record in the office of the Circuit Clerk and Ex-Officio Recorder of Pulaski County shall be a valid and complete delivery and dedication of the street and easements subject to the limitations herein set out.

The lands embraced in said plat shall be forever known as "Lots 217 - 222; 225, 226, 364 - 366; 389 - 398; 408 and 409; and 465 - 474, inclusive, ST. CHARLES, an Addition to the City of Little Rock, Arkansas" and any and every deed of conveyance of any lot in such addition describing the same by the number shown on said plat shall always be deemed a sufficient description thereof.

The Allotter hereby reserves the right to use any surplus dirt in said street for its own use and benefit and for the use and benefit of any other person, firm or corporation as it may specifically designate from time to time.

Said land herein platted and any interest therein shall be held, owned and conveyed subject to and in conformity with the following covenants:

1. Use of Land. The land herein platted shall be held, owned and used only as residential building sites. No structures shall be erected, altered, placed or permitted to remain on any building site other than a single detached single-family residence. Each residence erected or maintained upon the land platted herein shall have a two-car carport or garage unless the requirement for such attachment is waived in writing by the Allotter.

2. Architectural Control. No building shall be erected, placed or altered on any property in this addition until the building plans and specifications, exterior color scheme and plot plan showing the location and facing of such building with respect to existing topography, adjoining streets and finished ground elevations have been approved, in writing, by the Allotter. In the event the Allotter fails to approve or disapprove any plans, specifications, exterior color scheme or plot plans within thirty days after being submitted to it, such plans, specifications, exterior color scheme or plot plans

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shall be deemed to fully meet the requirements of this covenant. Nothing contained in this covenant nor any consent by the Allotter shall in any way be deemed to prevent any owner or property in this addition from enforcing any legal rights which such owner may have as to any improvement in this addition.

3. Delegation of Authority. The Allotter has created the St. Charles Community Association, Inc., a nonprofit corporation. The Allotter shall have the right, by a written instrument recorded in the office of the Recorder for Pulaski County, Arkansas, to delegate, convey and transfer to such corporation all authority, rights, privileges and duties reserved by the Allotter in this Bill of Assurance, including but not limited to architectural control, modification of setback requirements and consent to construction of outbuildings.

4. Height and Type of Residence. No residence shall be erected, altered, placed or permitted to remain on any lot in this addition other than one detached single-family residence not to exceed two and one-half stories in height.

5. Setback Requirements. No residence shall be located on the lot nearer to the front lot line, rear lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat; provided, such setback requirement may be modified if such modifications is approved by the Allotter and the Little Rock Planning Commission or the Little Rock Board of Adjustment, or such other regulatory agency as may succeed to their functions. No building shall be located nearer to an interior lot side line than a distance of 10% of the average width of the lot, provided, however, that such distance need not exceed 10 feet. No principal dwelling shall be located on any lot nearer than 25 feet to the rear lot line except for Lots 219, 220, 221 and 222 on which the dwelling may not be located nearer than 5 feet of the rear lot line. For the purposes of this covenant, eaves, steps and porches not under roof shall not be considered as a part of the building.

6. Minimum Square Feet Area. No residence shall be constructed or permitted to remain on any building site in this addition unless the finished heated living area, exclusive of porches, patios, carports, garages, breezeways, exterior stairways, porte cocheres, storage areas and outbuildings, shall equal or exceed that shown in the following schedule:

Lot Number	<u>ONE STORY</u>	<u>SPLIT LEVEL OR MULTI-STORY</u>
	<u>Minimum Sq. Ft.</u>	<u>Minimum Square Feet</u>
217-222; 225, 226; 364-366; 389-398; 408, 409; 465-474	1800	2200

Finished heated living area shall be measured in a horizontal plane to the face of the outside wall on each level.

7. Height of Other Structures. No structure of any kind, including but not limited to any radio or television antenna or tower, shall be built or permitted to remain upon the lot if the height of such structure is more than six feet higher than the ridge line of the residence upon such lot.

8. Frontage of Residence on Streets. Any residence erected on any lot in this addition shall front or present a good frontage on the streets designated in the plat, and for this purpose as applied to all inside lots, it shall mean that

the residence shall front on the street designated, and on any other lot it shall mean that the residence shall front or present a good frontage on both of the streets designated in the plat.

9. Commercial Structures. No building or structure of any type may ever be placed, erected or used for business, professional, trade or commercial purposes on any portion of any lot. This prohibition shall not apply to any business or structure that may be placed on any lot or portion of a lot that is used exclusively by a public utility company in connection with the furnishing of public utility services to this addition.

10. Outbuildings Prohibited. No outbuilding or other detached structure appurtenant to the residence may be erected on any of the lots hereby restricted without the consent in writing of the Allector and the approval in writing of the City of Little Rock.

11. Livestock and Poultry Prohibited. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or part thereof, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes.

12. Noxious Activity. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any vacant lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood.

13. Billboards Prohibited. The construction or maintenance of billboards or advertising boards or structures on any lot is specifically prohibited, except that billboards advertising the sale or rental of such property are permitted, provided they do not exceed eight square feet in size.

14. Oil and Mineral Operations. No oil drilling, oil development, operating, oil, refining, quarrying or mining operations of any kind shall be permitted upon or in any building site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any building site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any building site.

15. Cesspool. No leaching cesspool shall ever be constructed or used on any lot.

16. Existing Structure. No existing, erected building or structure of any sort may be moved onto or placed on any of the above described lots.

17. Temporary Structure. No trailer, basement, tent, shack, garage, barn or other outbuilding other than a guest house and servants' quarters erected on a building site covered by these covenants shall at any time be used for human habitation, temporary or permanently, nor shall any structure of a temporary character be used for human habitation.

18. Easements for Public Utilities, Drainage and Driveway Trails. Easements for the installation, maintenance, repair and replacement of utility services, sewer, drainage and logging trails have heretofore been donated and dedicated, said easements being of various widths, reference being hereby made to the plat filed herewith for a more specific description of width and location thereof. No trees, shrubbery, incinerators, structures, buildings, fences or similar improvements shall be

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grown, built or maintained within the area of such utility, drainage and jogging easement except such areas may be paved to provide a proper surface for jogging trails. In the event any trees, shrubbery, incinerators, structures, buildings, fences or similar improvements shall be grown, built or maintained within the area of such easement, no person, firm or corporation engaged in supplying public utility services shall be liable for the destruction of same in the installation, maintenance, repair or replacement of any utility service located within the area of such easement.

19. Private Drive. The private drive shown on the plat filed herewith shall be for the exclusive use and benefit of Lots 192, 193, 194 and 195 plus Lots 19, 20 and 21, Block 11, Neimeyer Grove Addition to City of Little Rock.

20. Fences. No fences, enclosure or part of any building of any type or nature whatsoever shall ever be constructed, erected, placed or maintained closer to the front lot line than the building setback line applicable and in effect as to each lot, provided however that chain link or similar fences are in all events strictly prohibited and shall not be used under any circumstances; provided, further, that it is not the intentions of this paragraph to exclude the use of evergreens or other shrubbery to landscape the front yard. Moreover, no automobile, truck, trailer, tent or temporary structure of any nature whatsoever shall ever be parked, located or otherwise maintained on any lot, provided that it is not the intention of this paragraph to exclude the temporary parking of passenger automobiles or any portion of the garage driveway.

21. Sight Line Restriction. No fence, wall, hedge or shrub planting which obstructs sight lines at elevation between one and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points twenty-five feet from the intersection of the street line, or in the case of a rounded property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage lines are maintained at sufficient height to prevent obstruction of such sight lines.

22. Property Lines and Boundaries. Iron pins have been set on all lot corners and points of curve and all lot dimensions shown on curves are chord distances, and all curve data as shown on the attached plat filed herewith is center line curve data. In the event of minor discrepancies between the dimensions or distances as shown on the attached plat and the actual dimensions and distances as disclosed by the established pins, the pins as set shall control.

23. Driveway Obstructions. No obstruction shall be placed in the street gutter. Curbs shall be broked at driveways, and driveway grades lowered to meet the gutter line not more than two inches above the gutter grade.

24. Ground Frontage. No lot shall be subdivided.

25. Right to Enforce. The restrictions herein set forth shall run with the land and shall bind the present owner, its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of the lots hereby restricted, and with its successors and assigns, and with each of them to conform to and observe said restrictions as to the use of said lots and the construction of improvements therein, but no restriction herein set forth shall be personally binding upon any corporation,

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breach or breaches, except in respect to breaches committed by any one, two or three parties of title to said land, and Allister, its successors and assigns. And also the owner or owners of any of the lots hereby restricted shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth. In addition to a timely legal action for damages and failure to Allister, its successors or assigns, or any owner or owners of any lot or lots in this addition to enforce any of the restrictions herein set forth at the time of its violation shall, in no event be deemed to be a waiver of the right to do so thereafter.

26. **Modification of Restrictions.** Any and all of the covenants, provisions or restrictions set forth in this Bill of Exchange may be amended, modified, extended, changed or cancelled, in whole or in part, by a written instrument signed and acknowledged by the owner or owners of more than 50% in area of the total land contained within this addition and all adjacent property which Allister has reserved the right to plat in the future as part of St. Charles, an Addition to the City of Little Rock, by obtaining preliminary plat approval from the City of Little Rock as to approximately remaining areas. The provisions of such instrument so executed shall be binding from and after the date it is duly filed for record in Pulaski County, Arkansas. Each covenant in this instrument, unless expressly provided otherwise, shall remain in full force and effect until January 1, 2022.

27. **Extension.** All covenants for which extension is not otherwise provided in this instrument shall automatically be extended for successive periods of ten years each unless modified, terminated or cancelled as provided herein.

28. **Invalidity.** Invalidation of any restriction set forth herein or any part thereof by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein, but they shall remain in full force and effect.

WITNESSED at Little Rock, Arkansas, this 15th day of February, 1986.

ALLISTER  
 BY: *[Signature]*  
 Vice President

BAILEY CORPORATION

BY: *[Signature]*  
 Jack R. McCray  
 Vice President

ATTEST:

*[Signature]*  
 LEAN C. VAUGHN  
 Assistant Secretary

(REPLACE SEAL)

STATE OF ARKANSAS)  
                                  ) ss.  
COUNTY OF PULASKI)

ACKNOWLEDGMENT

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On this day personally appeared before the under-  
signed, a Notary Public within and for the County and State  
aforesaid, duly qualified, commissioned, and acting, the within  
named Jack R. McCray and Leah Caradine, to me personally well  
known, who stated that they were the Vice President and  
Assistant Secretary, respectively, of Bailey Corporation, an  
Arkansas Corporation, and stated and acknowledged that they  
were duly authorized in their respective capacities to execute  
the foregoing instrument for and in the name and behalf of said  
corporation, and further stated and acknowledged that they had  
so signed, executed and delivered said foregoing instrument for  
the consideration and purposes therein mentioned and set forth.

WITNESS MY HAND AND OFFICIAL SEAL on this 15th day  
of October, 1986.

Robert D. Dabson  
Notary Public

My commission expires:

March 13, 1993  
(S E/A L)